

1. Great Midwest admits the allegations contained in Paragraph 1 of the Complaint.
2. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the Complaint.
3. The First Amendment and Extension of the 2019 Health Services Agreement speaks for itself and Great Midwest denies any allegations inconsistent with the terms of the First Amendment and Extension of the 2019 Health Services Agreement.

4. Upon information and belief, Great Midwest admits that Corizon, LLC is a former Missouri limited liability company that provided correctional healthcare services.

5. Upon information and belief, Great Midwest denies the allegations contained in Paragraph 5 of the Complaint.

6. Paragraph 6 of the Complaint does not require a response by Great Midwest; however, Great Midwest objects to Plaintiff's definition that purports to combine three different entities as one.

7. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of the Complaint.

8. Upon information and belief, Great Midwest admits the allegations contained in Paragraph 8 of the Complaint.

9. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the Complaint.

10. Great Midwest admits the allegations contained in Paragraph 10 of the Complaint.

JURISDICTION AND VENUE

11. Great Midwest admits that venue in the United States District Court for the Eastern District of Missouri, to court to which the action was removed, is proper.

12. Great Midwest admits that the United States District Court for the Eastern District of Missouri, the court to which the action was removed, has jurisdiction over it. Great Midwest denies any remaining allegations contained in Paragraph 12 of the Complaint not expressly admitted herein.

13. Great Midwest admits that the United States District Court for the Eastern District of Missouri, the court to which the action was removed, has jurisdiction over it. Great Midwest

denies any remaining allegations contained in Paragraph 13 of the Complaint not expressly admitted herein.

14. Great Midwest admits the allegations contained in Paragraph 14 of the Complaint but denies that Plaintiff is entitled to declaratory relief against or with respect to Great American.

ALLEGATIONS AND CLAIM

15. Upon information and belief, Great Midwest admits that Corizon, LLC and Plaintiff entered a Health Services Agreement in June 2014. The 2014 Health Services Agreement speaks for itself and Great Midwest denies any allegations inconsistent with the terms of the 2014 Health Services Agreement.

16. The 2014 Health Services Agreement speaks for itself and Great Midwest denies any allegations inconsistent with the terms of the 2014 Health Services Agreement.

17. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of the Complaint.

18. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of the Complaint.

19. Great Midwest admits that a 2019 Health Services Agreement is attached to the Complaint. The 2019 Health Services Agreement speaks for itself and Great Midwest denies any allegations inconsistent with the terms of the 2019 Health Services Agreement.

20. Great Midwest admits that upon information and belief in November 2022 CHS TX entered a First Amendment and Extension to the 2019 Health Services Agreement. The First Amendment and Extension to the 2019 Health Services Agreement speaks for itself and Great Midwest denies any allegations inconsistent with the terms of the First Amendment and Extension to the 2019 Health Services Agreement.

21. The First Amendment and Extension to the 2019 Health Services Agreement speaks for itself and Great Midwest denies any allegations inconsistent with the terms of the First Amendment and Extension to the 2019 Health Services Agreement.

22. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of the Complaint.

23. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of the Complaint.

24. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of the Complaint.

25. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of the Complaint.

26. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of the Complaint.

27. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the Complaint.

28. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the Complaint.

29. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the Complaint.

30. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of the Complaint.

31. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of the Complaint.

32. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of the Complaint.

33. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of the Complaint.

34. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of the Complaint.

35. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 of the Complaint.

36. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of the Complaint.

37. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of the Complaint.

38. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 of the Complaint.

39. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 of the Complaint.

40. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 of the Complaint.

41. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41 of the Complaint.

42. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of the Complaint.

43. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 of the Complaint.

44. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 of the Complaint.

45. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45 of the Complaint.

46. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 46 of the Complaint.

47. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 47 of the Complaint.

48. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 48 of the Complaint.

49. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 49 of the Complaint.

50. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 50 of the Complaint.

51. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 51 of the Complaint.

52. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 52 of the Complaint.

53. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53 of the Complaint.

54. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 54 of the Complaint.

55. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of the Complaint.

56. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 56 of the Complaint.

57. Great Midwest is without information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 57 of the Complaint.

58. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 58 of the Complaint.

59. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 59 of the Complaint.

60. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 60 of the Complaint.

61. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 60 of the Complaint.

62. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 62 of the Complaint.

63. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63 of the Complaint.

64. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 64 of the Complaint.

65. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 65 of the Complaint.

66. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 66 of the Complaint.

67. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 67 of the Complaint.

68. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 68 of the Complaint.

69. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 69 of the Complaint.

70. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 70 of the Complaint.

71. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 71 of the Complaint.

72. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 72 of the Complaint.

73. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 73 of the Complaint.

74. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 74 of the Complaint.

75. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 75 of the Complaint.

76. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 76 of the Complaint.

77. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 77 of the Complaint.

78. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 78 of the Complaint.

79. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 79 of the Complaint.

80. Great Midwest is without knowledge or information sufficient to form a belief as to truth of the allegations contained in Paragraph 80 of the Complaint.

81. Great Midwest is without knowledge or information sufficient to form a belief as to truth of the allegations contained in Paragraph 81 of the Complaint.

82. Great Midwest is without knowledge or information sufficient to form a belief as to truth of the allegations contained in Paragraph 82 of the Complaint.

83. Great Midwest is without knowledge or information sufficient to form a belief as to truth of the allegations contained in Paragraph 83 of the Complaint.

84. Great Midwest is without knowledge or information sufficient to form a belief as to truth of the allegations contained in Paragraph 84 of the Complaint.

85. Great Midwest is without knowledge or information sufficient to form a belief as to truth of the allegations contained in Paragraph 85 of the Complaint.

86. Great Midwest is without knowledge or information sufficient to form a belief as to truth of the allegations contained in Paragraph 86 of the Complaint.

87. Great Midwest is without knowledge or information sufficient to form a belief as to truth of the allegations contained in Paragraph 87 of the Complaint.

88. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 88 of the Complaint.

89. Great Midwest admits that CHS TX purchased Bond No. GM222765 in the amount of \$1,515,969.60 from it. Bond No. GM222765 speaks for itself and Great Midwest denies any allegations inconsistent with the terms of Bond No. GM222765.

90. Great Midwest denies the allegations contained in Paragraph 90 of the Complaint as stated as Paragraph 90 contains an incomplete recitation of the Performance Bond. The Performance Bond speaks for itself and Great Midwest denies any allegations inconsistent with the terms of the Performance Bond.

91. Great Midwest admits the allegations contained in Paragraph 91 of the Complaint.

92. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 92 of the Complaint.

93. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 93 of the Complaint.

94. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 94 of the Complaint.

95. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 95 of the Complaint.

96. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 96 of the Complaint.

97. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 97 of the Complaint.

98. The allegations contained in Paragraph 98 of the Complaint are not directed to Great Midwest, and Great Midwest therefore provides no response.

99. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 99 of the Complaint.

100. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 100 of the Complaint.

101. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 101 of the Complaint.

102. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 102 of the Complaint.

103. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 103 of the Complaint.

104. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 104 of the Complaint.

**COUNT I – DECLARATORY JUDGMENT THAT CITY IS ENTITLED TO
INDEMNIFICATION BY YESCARE IN PERRY V. CITY OF SAINT LOUIS,
NO. 4:17-CV-00981**

105. Great Midwest incorporates and realleges its previous responses to the preceding paragraphs as though fully set forth herein.

106. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 106 of the Complaint.

107. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 107 of the Complaint.

108. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 108 of the Complaint.

109. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 109 of the Complaint.

110. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 110 of the Complaint.

111. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 111 of the Complaint.

112. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 112 of the Complaint.

113. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 113 of the Complaint.

114. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 114 of the Complaint.

115. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 115 of the Complaint.

116. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 116 of the Complaint.

117. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 117 of the Complaint.

118. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 118 of the Complaint.

119. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 119 of the Complaint.

120. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 120 of the Complaint.

121. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 121 of the Complaint.

122. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 122 of the Complaint.

123. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 123 of the Complaint.

124. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 124 of the Complaint.

125. The allegations contained in Paragraph 125 of the Complaint are not directed to Great Midwest, and Great Midwest therefore provides no response.

**COUNT II – YESCARE IS LIABLE FOR CORIZON’S BREACH OF CONTRACT
STEMMING FROM ITS FAILURE TO TRANSFER MEDICAL RECORDS PURSUANT
TO THE 2014 AGREEMENT**

126. Great Midwest incorporates and realleges its previous responses to the preceding paragraphs as though fully set forth herein.

127. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 127 of the Complaint.

128. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 128 of the Complaint.

129. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 129 of the Complaint.

130. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 130 of the Complaint.

131. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 131 of the Complaint.

132. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 132 of the Complaint.

133. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 133 of the Complaint.

134. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 134 of the Complaint.

135. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 135 of the Complaint.

136. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 136 of the Complaint.

137. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 137 of the Complaint.

138. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 138 of the Complaint.

139. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 139 of the Complaint.

140. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 140 of the Complaint.

141. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 141 of the Complaint.

**COUNT III – YESCARE IS LIABLE FOR CORIZON’S BREACH OF CONTRACT
STEMMING FROM ITS FAILURE TO PURCHASE A POLICY OF INSURANCE
PURSUANT TO SECTION 10.1 OF THE 2014 AGREEMENT**

142. Great Midwest incorporates and realleges its previous responses to the preceding paragraphs as though fully set forth herein.

143. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 143 of the Complaint.

144. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 144 of the Complaint.

145. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 145 of the Complaint.

146. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 146 of the Complaint.

147. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1247 of the Complaint.

148. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 148 of the Complaint.

149. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 149 of the Complaint.

**COUNT IV – DECLARATORY AND INJUNCTIVE RELIEF THAT CITY IS
ENTITLED TO COVERAGE UNDER CORIZON’S LEXINGTON INSURANCE
POLICY NO. 6797600**

150. Great Midwest incorporates and realleges its previous responses to the preceding paragraphs as though fully set forth herein.

151. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 151 of the Complaint.

152. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 152 of the Complaint.

153. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 153 of the Complaint.

154. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 152 of the Complaint.

155. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 155 of the Complaint.

156. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 156 of the Complaint.

157. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 157 of the Complaint.

158. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 158 of the Complaint.

159. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 159 of the Complaint.

160. The allegations contained in Paragraph 160 of the Complaint are not directed to Great Midwest, and Great Midwest therefore provides no response.

161. The allegations contained in Paragraph 161 of the Complaint are not directed to Great Midwest, and Great Midwest therefore provides no response.

**COUNT V – DECLARATORY AND INJUNCTIVE RELIEF THAT CITY IS ENTITLED
TO COVERAGE UNDER CORIZON’S LEXINGTON INSURANCE POLICY NO.
6797142**

162. Great Midwest incorporates and realleges its previous responses to the preceding paragraphs as though fully set forth herein.

163. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 163 of the Complaint.

164. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 164 of the Complaint.

165. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 165 of the Complaint.

166. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 166 of the Complaint.

167. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 167 of the Complaint.

168. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 168 of the Complaint.

169. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 169 of the Complaint.

170. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 170 of the Complaint.

171. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 171 of the Complaint.

172. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 172 of the Complaint.

173. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 173 of the Complaint.

174. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 174 of the Complaint.

175. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 175 of the Complaint.

176. The allegations contained in Paragraph 176 of the Complaint are not directed to Great Midwest, and Great Midwest therefore provides no response.

COUNT VI – YESCARE IS LIABLE FOR CORIZON’S BREACH OF DUTY OF GOOD FAITH

177. Great Midwest incorporates and realleges its previous responses to the preceding paragraphs as though fully set forth herein.

178. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 178 of the Complaint.

179. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 179 of the Complaint.

180. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 180 of the Complaint.

181. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 181 of the Complaint.

182. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 182 of the Complaint.

183. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 183 of the Complaint.

184. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 184 of the Complaint.

185. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 185 of the Complaint.

186. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 186 of the Complaint.

187. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 187 of the Complaint.

188. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 188 of the Complaint.

189. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 189 of the Complaint.

190. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 190 of the Complaint.

191. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 191 of the Complaint.

192. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 192 of the Complaint.

193. Great Midwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 193 of the Complaint.

COUNT VII – BREACH OF DUTY OF GOOD FAITH BY LEXINGTON

194. Great Midwest incorporates and realleges its previous responses to the preceding paragraphs as though fully set forth herein.

195. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 195 of the Complaint.

196. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 196 of the Complaint.

197. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 197 of the Complaint.

198. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 198 of the Complaint.

199. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 199 of the Complaint.

200. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 200 of the Complaint.

201. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 201 of the Complaint.

202. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 202 of the Complaint.

203. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 203 of the Complaint.

204. The allegations contained in Paragraph 204 of the Complaint are not directed to Great Midwest, and Great Midwest therefore provides no response.

**COUNT VIII – CITY IS ENTITLED PURSUANT TO § 375.296 AND § 375.420 TO
ADDITIONAL DAMAGES FOR VEXATIOUS REFUSAL TO PERFORM UNDER
INSURANCE POLICY**

205. Great Midwest incorporates and realleges its previous responses to the preceding paragraphs as though fully set forth herein.

206. Paragraph 206 of the Complaint is a statement of law and requires no response by Great Midwest.

207. Great Midwest admits the allegations contained in Paragraph 207 of the Complaint.

208. Great Midwest admits the allegations contained in Paragraph 208 of the Complaint.

209. Great Midwest is without Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 209 of the Complaint.

210. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 210 of the Complaint.

211. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 211 of the Complaint.

212. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 212 of the Complaint.

213. The allegations contained in Paragraph 213 of the Complaint are not directed to Great Midwest, and Great Midwest therefore provides no response.

214. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 214 of the Complaint.

215. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 215 of the Complaint.

216. The allegations contained in Paragraph 216 of the Complaint are not directed to Great Midwest, and Great Midwest therefore provides no response.

**COUNT IX – DECLARATORY JUDGMENT THAT GREAT MIDWEST IS
LIABLE TO PAY CITY DAMAGES RESULTING FROM YESCARE’S FAILURE TO
INDEMNIFY AND DEFEND**

217. Great Midwest incorporates and realleges its previous responses to the preceding paragraphs as though fully set forth herein.

218. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 218 of the Complaint.

219. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 219 of the Complaint.

220. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 220 of the Complaint.

221. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 221 of the Complaint.

222. Great Midwest is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 222 of the Complaint.

223. Great Midwest denies the allegations contained in Paragraph 223 of the Complaint as stated as Paragraph 223 contains an incomplete recitation of the Performance Bond. The Performance Bond speaks for itself and Great Midwest denies any allegations inconsistent with the terms of the Performance Bond.

224. Great Midwest denies the allegations contained in Paragraph 224 of the Complaint.

225. Great Midwest denies the allegations contained in Paragraph 225 of the Complaint.

REQUEST FOR RELIEF

Great Midwest denies that Plaintiff is entitled to the relief requested in the Prayer for Relief.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred by the doctrines of unclean hands, waiver, estoppel, and laches.
3. To the extent that any injury or damage sustained has been compensated in whole or in part, any recovery to which Plaintiff might otherwise be entitled is barred or shall be reduced thereby.
4. Plaintiff's claims are barred due to the failure of a condition precedent.
5. Any liability on the part of Great Midwest is subject to the terms and conditions of Bond No. GM222765.
6. Great Midwest's liability, if any, is capped at the penal sum stated in Bond No. GM222765.
7. Great Midwest reserves the right to plead additional affirmative defenses as its investigation and discovery continues.

WHEREFORE, Great Midwest respectfully requests that the Court:

1. Dismiss the Complaint with prejudice;

2. Grant a jury trial on all issues so triable;
3. Award Great Midwest its costs incurred in defending this action; *and*
4. Award Great Midwest any and all other relief to which it appears entitled.

Respectfully Submitted,

s/ R. Thomas Warburton

R. Thomas Warburton (MO Bar No. 65477)

BRADLEY ARANT BOULT CUMMINGS LLP

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Birmingham, AL 35203

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*Attorney for CHS TX, Inc. and Great Midwest
Insurance Co.*

CERTIFICATE OF SERVICE

I hereby certify that on August 25, 2023, a true and exact copy of the foregoing was served via the Court's electronic case filing system upon the following:

Sheena Hamilton
Erin McGowan
Affirmative Litigation Unit
314 City Hall
1200 Market St.
St. Louis, MO 63103

Attorneys for Plaintiff

Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Registered Agent for Lexington Insurance Co.

s/ R. Thomas Warburton
R. Thomas Warburton